



ENTERED
04/02/2014

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION**

IN RE:	§	BANKRUPTCY CASE
	§	
LILIA MURRAY	§	No. 13-70547-M-11
	§	
Debtor	§	CHAPTER 11

ORDER FOR ADEQUATE PROTECTION

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On March 26, 2014, came on for hearing Weinritter Realty, L.P.'s ("Movant" or "Weinritter") Motion for Relief from the Automatic Stay Against Real Property Owned by the Debtor's Chapter 11 Estate, Leases and Rental Income (Doc. No. 62, the "Motion"), and the Debtor's response, (Doc. 81). The Court, having considered the Motion, the Debtor's Response, the Exhibits and documents evidencing the secured claim of Weinritter, and the testimony of witnesses at the hearing, statements of counsel and the agreement reached at the hearing, **ORDERS** that,

The Debtor shall commence adequate protection payments of \$5,700.00 to Weinritter, ("Adequate Protection Payments"). The first payment shall be made April 1, 2014 with an additional 5 day grace period allowed; future payments shall be due on the first day of each month with an additional 5 day grace period allowed. **IT IS FURTHER ORDERED** that,

The Debtor shall pay the sum of \$24,000.00 to Weinritter Realty, LP, on or before April 1, 2014 with an additional 5 day grace period allowed, to be used for

replacement of the roof, and shall be held in escrow for the replacement of the roof, ("Escrowed Roof Funds"). Counsel for Weinritter and the Debtor are instructed to confer in an effort to agree on a roofing contractor, on a replacement roof, and the terms of a contract for replacement of the roof on the property and to report on whether an agreement has been reached by April 2, 2014.

The Debtor is authorized to use the cash collateral of Weinritter Realty each month, which is the amount of rents obtained by Debtor each month, to make the payments ordered.

IT IS FURTHER ORDERED that the automatic stay imposed by 11 U.S.C. § 362 shall remain in effect as long as the Debtor remains current on the adequate protection payments and pays the Escrowed Roof Funds as provided for herein. A payment or obligation is deemed current if received by Weinritter within the 5 day grace period, as agreed by the Parties at the hearing. IT IS FURTHER ORDERED that,

The Payments ordered to be made to Weinritter shall be mailed to Weinritter Realty, P.O. Box 782129, San Antonio, Texas, 78278-2129. Provided however, in the event of a default in any payment by Debtor under this order or for failure to comply with any other material provision of this order, with respect to the first and second defaults, Weinritter shall immediately provide Notice of Default to the Debtor, with a courtesy copy to Debtor's counsel via email address martinez.tony.jr@gmail.com containing a ten day cure provision and a "drop dead" clause. If the default is not cured within ten days of the date of such written notice,

the stay imposed by 11 U.S.C. § 362 shall automatically terminate as to Weinritter without the necessity of Weinritter filing any motion and without any further notice to the Debtor, her counsel, or further order of this Court.

IT IS FURTHER ORDERED that in the event the Debtor fails to cure the default in any payment by Debtor under this order or for failure to comply with any other material provision of this order, the stay imposed by 11 U.S.C. § 362 shall automatically terminate, without the necessity of Weinritter filing any motion and without any further notice to the Debtor, her counsel, or further order of this Court. If the default is not cured within the time provided, Weinritter shall thereafter be permitted to exercise all of its available remedies under applicable bankruptcy and non-bankruptcy law, including without limitation, the right to take possession of and to foreclose its liens and security interest in the Property in accordance with its loan documents and the laws of the State of Texas.

Signed April 2, 2014



United States Bankruptcy Judge

Submitted by:
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